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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

STATE OF ALASKA, DEPARTMENT  
OF COMMERCE, COMMUNITY,  
AND ECONOMIC DEVELOPMENT,  
DIVISION OF INVESTMENTS,

Plaintiff,

v.

MARSHA ANN, O.N. 907753, its  
Engines, Machinery, Appurtenances,  
etc.,  
*In Rem*;

and

JACOB G. RODRIGUEZ,  
*In Personam*,

Defendants.

IN ADMIRALTY

Case No: 3:25-cv-00101

**VERIFIED COMPLAINT TO FORECLOSE PREFERRED SHIP  
MORTGAGE IN REM, ENFORCEMENT OF SECURITY INTEREST,  
AND BREACH OF CONTRACT**

The State of Alaska, Department of Commerce, Community, and Economic  
Development, Division of Investments alleges as follows:

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## I. PARTIES

1.1. Plaintiff is the State of Alaska, Department of Commerce, Community, and Economic Development, Division of Investments (referred to at times hereafter as the “State” or “Plaintiff”).

1.2. Defendant Jacob G. Rodriguez (“Rodriguez”) is an individual who, on information and belief, at all pertinent times, has resided or conducted business in this District.

1.3. *In rem* Defendant vessel MARSHA ANN is a United States Coast Guard Documented Vessel (O.N. 907753), is owned by Defendant Rodriguez and is currently located in Ketchikan, Alaska (the “Vessel,” and together with Rodriguez, shall be referred to as the “Defendants”).

## II. JURISDICTION AND VENUE

2.1 This is a matter of admiralty and maritime jurisdiction under 28 U.S.C. §1333 and 46 U.S.C. §31322 and §31325 and an admiralty and maritime matter within the meaning of Fed. R. Civ. P. 9(h). The Court has supplemental jurisdiction over any state law claims under 28 U.S.C. §1367.

2.2 Venue is proper under 28 U.S.C. §1391 since a substantial part of property that is the subject of the action is situated in this District.

## III. STATEMENT OF FACTS

3.1 On or about June 11, 2014, Rodriguez signed a Promissory Note in

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the amount of \$100,000.00 (“Note”) to document the obligation to repay to Plaintiff a term loan in such amount (“Loan”) extended to Plaintiff for purchase of the Vessel. The Note provides for interest at the rate 5.25% per annum from the date funds were disbursed until paid in full, and requires annual payments of \$9,798.00 on January 1 of each year, with full payment of the outstanding balance of the Loan due no later than January 1, 2029. Any payment not made within 15 days of its due date is subject to a late fee equal to five percent (5%) of such payment. The Note further provides that in the event any payment is not made when due, the State, at its option, may declare the entire principal sum, all interest, and other sums immediately due and payable without notice, and the State is entitled to recover its attorney fees and expenses incurred in collection. A true and correct copy of the Note is attached as **Exhibit A**.

3.2 As security for the Loan, on or about June 12, 2014, Rodriguez executed a Preferred Ship Mortgage in favor of Plaintiff, pledging Rodriguez’s interest in the Vessel (“PMM”). Upon any default in the payment of any installment of principal or interest on the Note that continues for 15 days, the PMM entitles Plaintiff to, among other things, take the Vessel, without legal process, and sell the Vessel at a privately conducted public sale, along with such other rights given to mortgages under the Ship Mortgage Act of 1920, as amended, and recover its fees incurred in connection therewith. A true and correct copy of the PMM is

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1. attached as **Exhibit B**.

2.           3.3     On or about February 29, 2016, Plaintiff and Rodriguez entered into  
3. that certain Modification Agreement (“1<sup>st</sup> Amendment”) to, among other things,  
4. defer certain interest payments over a six year period, and extend the maturity date  
5. to January 1, 2030. A true and correct copy of the 1<sup>st</sup> Amendment is attached as  
6. **Exhibit C**.

7.           3.5     On or about July 2, 2021, Plaintiff and Rodriguez entered into that  
8. certain Modification Agreement (“2<sup>nd</sup> Amendment”) to, among other things, defer  
9. certain interest payments over the extended term of the loan, and extend the  
10. maturity date to January 1, 2031. A true and correct copy of the 2<sup>nd</sup> Amendment is  
11. attached as **Exhibit D**.

12.           3.6     On or about March 23, 2022, Plaintiff and Rodriguez entered into  
13. that certain Modification Agreement (“3<sup>rd</sup> Amendment”) to, among other things,  
14. add the accrued interest to the outstanding principal balance of the Loan resulting  
15. in a new principal balance of \$85,246.30, amortize the deferred interest over the  
16. extended 10 year term of the Loan, and extend the maturity date to January 1, 2032.  
17. A true and correct copy of the 3<sup>rd</sup> Amendment is attached as **Exhibit E**.

18.           3.7     Since March 1, 2022, Rodriguez has failed to make any payments on  
19. the indebtedness outstanding under the Note.  
20.

21.           3.8     Plaintiff sent Rodriguez a Notice of Default and Final Demand for  
22.

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Payment on April 11, 2023 (“Final Demand”), listing the outstanding payments due and of \$6,481.82 in principal, \$4,693.18 in interest, \$412 deferred interest, and a late fee of \$558.75, giving Rodriguez until May 10, 2023 to cure the outstanding payment default by making a payment of no less than \$12,145.75. A true and correct copy of the Final Demand is attached as **Exhibit F**.

3.9 Rodriguez failed to make the payments required to avoid default as stated in the Final Demand, resulting in Rodriguez’s immediate default thereunder and acceleration of all amounts owed.

3.10 As of March 14, 2025, the Loan has an outstanding principal balance of \$84,970.71, with \$13,297.33 in accrued interest, \$4,113.34 in deferred interest, and \$558.75 in late fees and other fees, with interest continuing to accrue at a daily rate of \$12.22.

3.11 As of March 14, 2025, Plaintiff has incurred numerous other costs and expenses in connection with the Loan and Rodriguez’s default thereon, including the following:

<u>Item</u>	<u>Expense</u>
i. USCG recording fee	\$25.00
ii. Process Server	\$102.88
iii. US District Court Filing Fee	\$402.00
iv. Appraisal	\$900.00

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v.	Towing / Haul Out	\$676.00
vi.	Moorage / Storage	\$3,197.00
vii.	Property Management / Custodian Fee	\$5,505.00
viii.	Equipment Repairs and Maintenance	\$14,994.00
ix.	Utilities / Gas	\$450.00
x.	Travel Expenses	\$3,513.73
xi.	CFEC	\$900.00
xii.	AG Fees (through 2/28/2025)	<u>\$4,800.73</u>

TOTAL: \$35,466.73

#### IV. FIRST CAUSE OF ACTION: BREACH OF CONTRACT

4.1 Plaintiff re-alleges the paragraphs above as if fully set forth herein.

4.2 By failing to meet the payment obligations under the Note, Rodriguez defaulted on the Note and PMM, as well as the loan documents as amended..

4.3 As a result of the default and breach of these agreements, Rodriguez is liable to Plaintiff for the current principal on the Loan of \$84,970.71, \$13,297.33 in accrued and outstanding interest as of March 14, 2025, \$4,113.34 in deferred interest, \$558.75 in late fees, and \$34,466.73 in other related costs and expenses, for a total of \$138,406.86, with interest accruing since March 14, 2025 at \$12.22 per day, along with continually accruing interest, attorneys fees, costs, and other

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collection costs for which Defendants are liable under the Note and PMM.

**V. SECOND CAUSE OF ACTION: FORECLOSURE OF PREFERRED  
SHIP MORTGAGE AND ARREST OF VESSEL**

5.1 Plaintiff re-alleges the paragraphs above as if fully set forth herein.

5.2 The PMM provides that in the event of default under the Note,  
Plaintiff has the right to foreclose on its mortgage and take possession of the Vessel  
and any other related assets of the Vessel.

5.3 Since Defendants have defaulted under the terms of the loan  
documents, Plaintiff has the right under 46 U.S.C. §31325 and the Supplemental  
Admiralty Rules to immediately foreclose on the PMM and arrest the Vessel for the  
purpose of sale to satisfy the debt owed to Plaintiff.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for relief and judgment as follows:

1. That this Court enter judgment and decree payment due by the  
Vessel, the Vessel's appurtenances and assets, and each of the Defendants of the  
following:

a. Principal on the Loan of \$84,970.71 \$13,297.33 in accrued and  
outstanding interest as of March 14, 2025, \$4,113.34 in deferred interest, \$558.75  
in late fees, and \$34,466.73 in other collection costs and expenses, with interest  
accruing thereafter at \$12.22 per day, plus additional daily accrued interest.

b. Reasonable attorneys' fees and costs in this litigation to be proven;

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1. and

2. c. The collection costs and other costs of this action including charges  
3. for all fees of the U.S. Marshal, for keepers, for the Substitute Custodian, and their  
4. costs incurred in this action and for all expenses for the sale of the Vessel, its  
5. engines, machinery, and appurtenances, etc.

6. 2. That Plaintiff be adjudged the holder of a first preferred ship  
7. mortgage on the Vessel and its appurtenances, including for the payment of sums  
8. due, including costs and attorneys' fees, and that this Court declare the lien of the  
9. said mortgage to be superior to all other liens which may exist against the Vessel,  
10. its appurtenances and rights.

12. 3. That the PMM be foreclosed and the Vessel and its appurtenances,  
13. be sold, separately and singly or together, as determined by Plaintiff, by the U.S.  
14. Marshal and the proceeds of the sale be applied and delivered to pay demands and  
15. claims of Plaintiff in the amount and to the extent as specifically set forth herein,  
16. together with costs and attorneys' fees, and that it be declared that any and all  
17. persons, firms or corporations claiming any interest in the Vessel and its  
18. appurtenances are forever barred and foreclosed of and from all rights of equity or  
19. redemption or claim in and to the Vessel and its appurtenances.

21. 4. That *in rem* process in due form of the law issue against the Vessel  
22. and its appurtenances.

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5. That the Court issue a warrant of arrest, authorizing the U.S. Marshal to arrest the Vessel in accordance with the Supplemental Admiralty Rules, and that the Vessel be placed in the hands of a Substitute Custodian.

6. That the Court order that the PMM and state law liens against the Vessel be foreclosed.

7. That the Court order the sale of the Vessel and other collateral, by the U.S. Marshal and that, at such Marshal's sale, Plaintiff be permitted to bid, without cash deposit, its judgment, accrued interest, costs and attorneys' fees, up to the full amount thereof.

8. That Plaintiff have such other and further relief as in law and equity it may be entitled to receive.

Dated this 22nd day of May, 2025.

HOLMES WEDDLE & BARCOTT PC

By: s/ Lafcadio H Darling  
John E. Casperson, ABA #7910076  
Lafcadio Darling, ABA #1510084  
Attorneys for Plaintiff State of Alaska,  
Department of Commerce, Community,  
and Economic Development, Division of  
Investments

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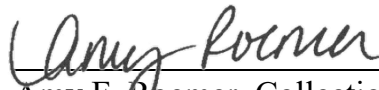
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VERIFICATION

I, Amy F. Roemer, being first duly sworn, upon oath depose and state that I am the Collection Supervisor for the State of Alaska, Department of Commerce, Community, and Economic Development, Division of Investments, the Plaintiff in this action. I have read the above and foregoing Complaint, know the contents thereof and believe the same to be true. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED this 29 day of April, 2025.



Amy F. Roemer, Collection Supervisor  
State of Alaska, Department of  
Commerce, Community, and Economic  
Development, Division of Investments

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